

SCHEDULES FOR MASTER AGREEMENT FOR LICENSED SOFTWARE, HARDWARE AND SERVICES

The attached Schedules Numbered IN2002.116.02 are made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

By and Between	And
MANATRON, INC. 510 E. Milham Avenue Portage, Michigan 49002 ("Manatron")	Customer's Legal Name ("Customer"): WELLS COUNTY, INDIANA 102 West Market Street Bluffton, Indiana 46714
Attention: <u>Vicky Mergen, Contract Administration</u> Telephone No.: <u>(800) 666-5600 x 197</u> Fax No.: <u>(269) 567-2930</u> E-mail Address: <u>vicky.mergen@manatron.com</u>	Attention: <u>Ms. Mary Towne, Auditor</u> Telephone No.: <u>(260) 824-6470</u> Fax No.: <u>(260) 824-6475</u> E-mail Address: <u>auditor@adamswells.com</u>

The parties have executed these Schedules as of the dates set forth below their respective signatures.

MANATRON, INC.

By: Paul Syvestre
(Signature)

Its: C.E.O.
(Title)

Date: November 18, 2003

Witnessed: Matthew Henry

By: Matthew Henry

WELLS COUNTY, INDIANA

(Print or Type Name of Customer)

By: Mary O. Towne
(Signature)

Its: Wells Co. Auditor
(Title)

Date: 11/13/03

By: _____
(Signature)

Its: _____
(Title)

Date: _____

By: _____
(Signature)

Its: _____
(Title)

Date: _____

Witnessed: _____

Date: _____

SIGNATURE PAGE

Master No. IN2002.116

Date: October 27, 2003 mr

SOFTWARE SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.02 to the Master Agreement for Licensed Software, Hardware and Services.

This Schedule is made and entered into pursuant, and subject to the terms and conditions of, a certain Master Agreement for Licensed Software, Hardware and Services No. IN2002.116 between Manatron, Inc. and the undersigned Customer (the "Agreement").

Software Description	Model Number	QTY	Unit Price	Total Price	Office
MVP Tax - Inquiry Users	MVP-TAX	1	\$ 1,000.00	\$ 1,000.00	Recorder
Total Software Fees:					\$ 1,000.00

TERM OF SOFTWARE SCHEDULE: This Schedule shall expire upon the completion of the installation of the Software and the payment of all fees as specified in this Schedule.

SOFTWARE PAYMENT TERMS: Manatron shall invoice 25% of the Software on agreement execution (signing), 60% on the installation Date and 15% on Acceptance, in accordance with Section 8.1 of the Master Agreement, except for those instances in which the total Software amount is less than \$10,000, in which case said amount shall be invoiced 100% on installation.

Master No. IN2002.116

Date: October 27, 2003 mr

MAINTENANCE AND SUPPORT SERVICES SCHEDULE FOR WELLS COUNTY, INDIANA

Schedule No. IN2002.116.02 to the Master Agreement for Licensed Software, Hardware and Services.

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Hardware Product	Model Number	Unit Price	Annual Price	Office
None				
Total Hardware Maintenance Fees:				\$ -

HARDWARE MAINTENANCE: Manatron will be the primary interface through direct communications with vendors, manufacturers and service providers of the Hardware. As part of first-level support, Manatron shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Manatron to be related to the Hardware, Manatron shall contact the appropriate service to provide for the Hardware and to provide assistance in connection with the resolution of the error or problem.

HARDWARE MAINTENANCE PAYMENT TERMS: Hardware Maintenance Services shall be invoiced annually, in advance, commencing on the first day of the month next following the date of Hardware installation or the commencement of Hardware Maintenance Services, whichever is earlier. If Manatron utilizes a third-party equipment maintenance services provider, Manatron shall be entitled to change any price charged to Customer for Hardware maintenance services upon thirty (30) days prior (to the next invoicing cycle) written notice in order to pass through to the Customer any price increases or decreases which the Hardware maintenance services provider may from time to time make. Manatron shall be entitled to increase any price charged to Customer for Hardware maintenance services provided by Manatron upon thirty (30) days prior written notice to Customer, no more than once every twelve (12) month period under this Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Hardware Maintenance Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Hardware Maintenance Fees or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.

Software Product	Model Number	Unit Price	Office
MVP Tax - Inquiry Users	MVP-TAX-INQUIRY-S	\$ 300.00	Recorder
Microsoft SQL - Additional Users		\$ 180.00	Recorder
Total Software Support Services Fees:			\$ 480.00

PER CALL BASIS will be billed at the "then current" rates.

SOFTWARE SUPPORT PAYMENT TERMS: Support fees are due and payable in advance of each annual term and subject to increases as defined in section 8.2 of the Master Agreement.

CUSTOMER MAY BE REQUIRED TO PROVIDE ON-SITE ASSISTANCE VIA TELEPHONE FOR REMEDIAL HARDWARE AND/OR SOFTWARE MAINTENANCE OR SUPPORT.

THIRD-PARTY SOFTWARE SUPPORT: Company will be the primary interface through direct communications with vendors, manufacturers and service providers of the Third-Party Software. As part of first-level support, Company shall diagnose errors or problems reported by Customer. If the errors or problems are determined by Company to be related to the Third-Party Software, Company shall contact the appropriate service to provide for the Third-Party Software and to provide assistance in connection with the resolution of the error or problem.

TERM OF SUPPORT SERVICES SCHEDULE: Support Services shall commence on the first of the month next following installation and shall continue for an initial period of thirty-six (36) months. This Schedule shall renew automatically for additional terms of twelve (12) months unless either party provides the other written notice of termination ninety (90) days prior to the expiration date of the initial term or any subsequent twelve-month term. If Support Services are discontinued by Customer or terminated for any period, and Customer desires to reinstate such services, Customer shall pay all annual support fees in arrears, in addition to the then-current annual support fee.

DELAYED BILLING FEES: If Customer is billed on a monthly basis for Software Support Services Fees, Customer shall pay Manatron an annual delayed billing fee equal to the greatest of 5% of the total Software Support Services or Three Hundred Dollars (\$300.00). The delayed billing fee may be paid in equal monthly installments.



Master No. IN2002.116
Date: October 27, 2003 mr

SUMMARY SCHEDULE FOR WELLS COUNTY, INDIANA

ONE TIME FEES	
	Total Price
SOFTWARE	\$ 1,000.00
Total One Time Fees:	\$ 1,000.00
ONGOING FEES	
	Total Price
SOFTWARE SUPPORT SERVICES	\$ 480.00
Total Ongoing Fees:	\$ 480.00

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Date: October 27, 2003 mr

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